

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 05-009**

The City of Lincoln, Nebraska intends to enter into a contract, and invites you to submit a sealed bid for:

### **Miscellaneous Media Services**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, January 5, 2005**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

## **MEDIA SERVICES CONTRACT SPECIFICATIONS**

### **1. PURPOSE AND INTENT**

- 1.1 The City of Lincoln, Nebraska intends to retain a qualified firm to provide communications, advertising, marketing and media evaluation services to support public health education and disease prevention goals and objectives.
- 1.2 Individual Unit Price projects under the terms of this contract will range from \$0.00 to \$50,000.
- 1.3 Unit prices being bid shall include:
  - 1.3.1 Production of public health messages (to be used for radio, print, television, billboards, bus placards, etc.).
  - 1.3.2 Placement of public health messages in appropriate medium.
    - 1.3.2.1 Print
    - 1.3.2.2 Radio
    - 1.3.2.3 Television
    - 1.3.2.4 Billboards
    - 1.3.2.5 Electronic Media
- 1.4 Contractors that will accept reduced or no commission fees on media placement are desired.
- 1.5 Contractor should have experience working with government agencies on social marketing campaigns and/or the non-profit sector.
- 1.6 Contractors with staff having expertise in public health and working with multi-cultural communities and special populations are desired.
- 1.7 No adjustments in unit prices being bid will be allowed on work awarded during the annual contract period.
- 1.8 The contract will be awarded for one year, starting from award date with the potential of three additional one-year renewals.
- 1.9 The selected firm will be engaged on an As needed basis@.
- 1.10 It is the intent to select a firm based on qualifications, relevant experience, resource availability, including quality assurances/quality control and unit prices.
- 1.11 The City will rely on the firm to remain on schedule for all services rendered.
- 1.12 The contract will be available for use by any City Department, but mainly, the Lincoln-Lancaster County Health Department.

### **2. AVAILABLE INFORMATION**

- 2.1 Any project-specific information available at the time media services are needed will include:
  - 2.1.1 Program background.
  - 2.1.2 Program goals, objectives and outcomes.
  - 2.1.3 Health status data (local, State and/or national) that is available at the time media services are needed.
  - 2.1.4 Target audience(s).
  - 2.1.5 Past media campaigns.

- 2.2 The initial project that will utilize this contract will be a clean indoor air campaign specific to elimination of exposure to secondhand smoke in public places and workplaces for no more than \$30,000.

3. **REQUIRED SERVICES**

- 3.1 Production of public health messages (to be used for radio, print, television, billboards, bus placards, etc.).
- 3.2 Placement of public health messages in appropriate medium.
  - 3.2.1 Print
  - 3.2.2 Radio
  - 3.2.3 Television
  - 3.2.4 Billboards
  - 3.2.5 Electronic Media
- 3.3 Contractor shall be readily available during normal business hours by telephone, email, and in person throughout the course of this contract.
- 3.4 Contractor is prohibited from using any funds paid through this contract for any direct contact with any elected officials or their staff for purposes of influencing any legislative policies or funding decisions.
- 3.5 Contractor may perform all of the work directly or subcontract a portion of the work with City approval.
- 3.6 The City retains the right to approve any change in subcontractors or addition of subcontractors for the duration of the contract.
- 3.6 Contractor shall remain responsible for timely, effective performance of all work and assumes all responsibility to ensure that all work under the contract is performed in accordance with the contract provisions.
- 3.8 Contractor shall develop the campaign so as to deliver at least 50% bonus time/weight on overall media placement. (In general, bonus time/weight is additional advertising space or time given as a bonus by media outlets for buying ad time.)
- 3.9 Contractor shall provide advice as requested regarding earned media.
- 3.10 Contractor shall develop a creative, innovative and balanced campaign(s).
- 3.11 Contractor shall manage the selection of creative materials and manage the purchase of paid media subject to City of Lincoln approval.
- 3.12 Contractor shall be ready, on request, to conduct or participate in public focus group feedback sessions.
- 3.13 Contractor shall provide, as requested, evaluation of effectiveness in reaching target audience.

4. **SUBMITTALS**

- 4.1 Qualifications shall be on plain white paper, black ink, two (2) single sided pages, stapled in the upper left corner and include the following:
  - 4.1.1 Qualifications and number of staff available.
  - 4.1.2 At least two current, non-City of Lincoln, references (must have completed work for in the past 2 years).
  - 4.1.3 Quality assurance/quality control process and individual responsible.

- 4.2 All appropriate blanks shall be completed on the Bid Proposal. Any interlineations, alteration or erasure on the specification document shall be initialed by the signer of the bid.
- 4.3 Bid prices shall be submitted on the Form included in the bid document.
- 4.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 4.5 Submit two (2) signed copies of your proposal and qualifications to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8<sup>th</sup> Street, Lincoln, Nebraska, 68508 **no later than the date stated in the Notice to Bidders.**

5. **AWARD OF CONTRACT**

- 5.1 In determining the low responsible proposal, consideration may be given to the following factors:
  - 5.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
  - 5.1.2 Character, integrity, reputation, judgement, experience and efficiency of the bidder.
  - 5.1.3 Ability of the bidder to perform the work within the time specified for each project.
  - 5.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
  - 5.1.5 Quality of the bidder's performance of previous work.
  - 5.1.6 Cost of the Unit Price Proposal.
  - 5.1.7 Any other information deemed relevant to the contract by the City.
- 5.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
  - 5.2.1 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interest.
  - 5.2.2 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
  - 5.2.3 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

6. **CONTRACT AND INSURANCE**

- 6.1 Within fourteen (14) calendar days after the award of bid, the Contractor(s) must execute a written Unit Price Contract between the Contractor and the City, sample attached.
- 6.2 Also, within such time period, the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached **A**Insurance Clause to be used for All Unit Price Construction Contracts@, name the City of Lincoln as named additional insured.

CITY OF LINCOLN, NEBRASKA  
**UNIT PRICE QUOTATION FOR THE**  
**LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT**  
ANNUAL UNIT PRICE CONTRACT FOR ON-CALL MEDIA SERVICES

Date: \_\_\_\_\_

City Representative: \_\_\_\_\_ City Project Number: \_\_\_\_\_  
Firm: \_\_\_\_\_ Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Fill in the following tables. If an item does not apply, please do not make an entry in that column.

**TIME OF COMPLETION**

Estimated Start Date: \_\_\_\_\_  
Number of Days to Complete: \_\_\_\_\_

**SCHEDULE I - COSTS**

Description of Category	Cost Per Each	Quantity	Cost
Production			
Radio - Placement			
Television - Placement			
Print - Placement			
Billboards - Placement			
Conduct Focus Group(s)			
Participate in Focus Group(s)			
Evaluate Effectiveness			
<b>Total:</b>			

<b>TOTAL PRICE (NOT TO EXCEED):</b>	
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Firm Representative (Signature): \_\_\_\_\_  
Approved By (City Representative): \_\_\_\_\_ Date: \_\_\_\_\_

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### 1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### 2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### 3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### 4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

### 5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### 6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### 7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **13. AFFIRMATIVE ACTION**

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **14. LIVING WAGE**

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.